

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



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Finance and Business Operations Division
Procurement and Contract Services Section
 Exchange Building, 8th Floor, EXC-FI-0862
 821 Second Avenue,
 Seattle, WA 98104-1598
 (206) 684-1681

PURCHASE ORDER
 B15943B
 NO.

THIS ORDER NUMBER MUST APPEAR ON ALL
 INVOICES, PACKING SLIPS, PACKAGES, ETC.

PURCHASE ORDER DATE
 02/01/05

DELIVERY DATE

BID NUMBER
 12806AB

REQUISITION NUMBER
 W30600W

VENDOR NAME AND ADDRESS		VENDOR NO.	BILL TO IN DUPLICATE SHIP TO ADDRESS UNLESS OTHERWISE NOTED
TOYOTA OF YAKIMA 914 S 1ST ST YAKIMA WA 98901-3402		900164	BOB TOPPEN K.C. DEPT. OF TRANSPORTATION, ER&R 155 MONROE AVE N.E., MS: RSD-TR-0155 RENTON WA 98056

CONTACT TEL. NO.	DARRYL GILLEN/JOHN S 800/659-4580	TERMS	SEE BELOW	F.O.B. POINT DESTINATION	SHIP VIA
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ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			TERM PURCHASE AGREEMENT		
			AUTOMOBILES		
			SEDAN, 4-DOOR, GAS-ELECTRIC HYBRID, 2008 TOYOTA PRIUS	\$ 22,382.00	
			* OPTIONS:		
			AIRBAGS, SIDE IMPACT AND CURTAIN (GY)	\$ 559.00	
			WHEEL LOCKS (WL)	\$ 37.00	
			FLOOR MATS AND TRUNK MAT, (CF)	\$ 114.00	
			TRUNK CARGO NET (GN)	\$ 35.00	
			CREDIT, PICKUP FROM DEALER (DLR)	\$ -125.00	
			DELIVERY WITHIN WASHINGTON STATE	\$ NC	
			* COLORS: SUPER WHITE, MILLENNIUM SILVER, DRIFTWOOD PEARL, SALSA PEARL, TIDELAND PEARL, SEASIDE PEARL, BLACK		
			* DELIVERY: 120 DAYS ARO		
			TERMS: CHANGE ORDER NUMBER 3 (ISSUED JULY 11, 2007)		
			* THIS CHANGE ORDER IS ISSUED:		
			* EXTEND THE CONTRACT TO FURNISH TOYOTA PRIUS HYBRID SEDANS AND OPTIONS AS REQUESTED BY AUTHORIZED KING CONTINUED, NEXT PAGE		

LINE	PO NO & SUFFIX	ORG UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH	AMOUNT	SUB TOTAL			
	B15943B	1760	56760								
	B15943C	5393	56750					W.S.S.T.			
	B15943D	1756	56750					FREIGHT			
								TOTAL			
								P.B.B. 0509	A.F.F. 0509	A.A.W.	M.W.B.W.

BUYER	AMON BILLUPS	NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.	PURCHASING MANAGER D. R. LEACH
BY	<i>[Signature]</i>		BY <i>[Signature]</i>

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS, CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

07 071820 VENDOR



King County

Finance and Business Operations Division
Procurement and Contract Services Section
 Exchange Building, 8th Floor, EXC-FI-0862
 821 Second Avenue,
 Seattle, WA 98104-1598
 (206) 684-1681

PURCHASE ORDER

NO. B15943B

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DELIVERY DATE

BID NUMBER
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REQUISITION NUMBER
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VENDOR NAME AND ADDRESS		VENDOR NO.	BILL TO IN DUPLICATE SHIP TO ADDRESS UNLESS OTHERWISE NOTED	
TOYOTA OF YAKIMA 914 S 1ST ST YAKIMA WA 98901-3402		900164	BOB TOPPEN K.C. DEPT. OF TRANSPORTATION, ER&R 155 MONROE AVE N.E., MS: RSD-TR-0155 RENTON WA 98056	

CONTACT DARRYL GILLEN/JOHN S TEL. NO. 800/659-4580	TERMS SEE BELOW	F.O.B. POINT DESTINATION	SHIP VIA
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ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			<p>TERM PURCHASE AGREEMENT COUNTY DOT/ER&R PERSONNEL, DURING THE PERIOD FEBRUARY 1, 2007 THROUGH JANUARY 31, 2008, IN ACCORDANCE WITH KING COUNTY ITB NUMBER IT12806-AAB AND THE RESPONDING BID OF BUD CLARY TOYOTA OF YAKIMA, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>* INCORPORATE 2008 MODEL YEAR VEHICLE, EFFECTIVE IMMEDIATLY, IN ACCORDANCE WITH THE LETTER OF BUD CLARY DATED JUNE 20, 2007, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>* ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>* ESTIMATED ANNUAL CONTRACT VALUE NTE \$ 350,000.00</p>		

ARMS CODING BLOCK							AMOUNT	
LINE	PO NO & SUFFIX	ORG UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH		
							SUB TOTAL	
							W.S.S.T.	
							FREIGHT	
							TOTAL	
							P.I.R.	AFF
							A.A.W.	M.W.B.W.

BUYER AMON BILLUPS	NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.	PURCHASING MANAGER D. R. LEACH
BY <i>Amon Billups</i>		BY <i>DR Leach</i>

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PURCHASE ORDER DATE
02/01/05

DELIVERY DATE

BID NUMBER
12806AB

REQUISITION NUMBER
W30600W

VENDOR NAME AND ADDRESS

VENDOR NO.
900164

BILL TO IN DUPLICATE "SHIP TO" ADDRESS
UNLESS OTHERWISE NOTED

BOB TOPPEN

TOYOTA OF YAKIMA
914 S 1ST ST

YAKIMA

WA 98901-3402

K.C. DEPT. OF TRANSPORTATION, ER&R
155 MONROE AVE N.E., MS: RSD-TR-0155
RENTON WA 98056

CONTACT JACK KEMP/JOHN SLATE
TEL. NO. 800/659-4580

TERMS SEE BELOW

F.O.B. POINT
DESTINATION

SHIP VIA

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			<p>TERM PURCHASE AGREEMENT EFFECTIVE IMMEDIATELY. * ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. * ESTIMATED ANNUAL CONTRACT VALUE NTE \$ 350,000.00</p>		

LINE	P.O. NO. & SUFFIX	ARMS CODING BLOCK					AMOUNT	SUB TOTAL			
		ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.		W.S.S.T.			
								FREIGHT			
								TOTAL			
								P.I.R.	AFF	A.A.W.	M.W.B.W.

BUYER AMON BILLUPS

NO DELIVERIES ACCEPTED
UNLESS ACCOMPANIED BY
PACKING SLIP OR WAYBILL.

PURCHASING MANAGER D. R. LEACH

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VENDOR

BUC 010-1-H13 (Rev 7/00)



King County

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Procurement and Contract Services Section
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PURCHASE ORDER DATE
02/01/05

DELIVERY DATE

BID NUMBER
12806AB

REQUISITION NUMBER
W30600W

VENDOR NAME AND ADDRESS

VENDOR NO.
900164

BILL TO IN DUPLICATE "SHIP TO" ADDRESS
 UNLESS OTHERWISE NOTED

BOB TOPPEN

TOYOTA OF YAKIMA
914 S 1ST ST

YAKIMA

WA 98901-3402

K.C. DEPT. OF TRANSPORTATION, ER&R
155 MONROE AVE N.E., MS: RSD-TR-0155
RENTON WA 98056

CONTACT **JACK KEMP/JOHN SLATE**
 TEL. NO. **800/659-4580**

TERMS **SEE BELOW**

F.O.B. POINT
DESTINATION

SHIP VIA

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			TERM PURCHASE AGREEMENT		
			AUTOMOBILES		
			SEDAN, 4-DOOR, GAS-ELECTRIC HYBRID, 2006 TOYOTA PRIUS	\$ 21,298.00	
			*		
			OPTIONS:		
			AIRBAGS, SIDE IMPACT AND CURTAIN (GY)	\$ 559.00	
			WHEEL LOCKS (ML)	\$ 37.00	
			FLOOR MATS AND TRUNK MAT, (CF)	\$ 114.00	
			TRUNK CARGO NET (GN)	\$ 35.00	
			CREDIT, PICKUP FROM DEALER (DLR)	\$ -125.00	
			DELIVERY WITHIN WASHINGTON STATE	\$ NC	
			*		
			COLORS: SUPER WHITE, MILLENNIUM SILVER, DRIFTWOOD PEARL, SALSA PEARL, TIDELAND PEARL, SEASIDE PEARL, BLACK		
			*		
			DELIVERY: 120 DAYS ARO		
			TERMS:		
			CHANGE ORDER NO.1 (06/07/06)		
			*		
			THIS CHANGE ORDER IS ISSUED TO:		
			*		
			EXTEND THE CONTRACT TO FURNISH TOYOTA PRIUS HYBRID SEDANS AND OPTIONS, AS REQUESTED BY KING COUNTY CONTINUED, NEXT PAGE		

LINE	P.O. NO. & SUFFIX	ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	AMOUNT	SUB TOTAL	W.S.S.T.	FREIGHT	TOTAL	P.I.R.	AFF	A.A.W.	M.W.B.W.
	B15943B	1760	56760									0106	0106		
	B15943C	5393	56750												
	B15943D	1756	56750												

BUYER **AMON BILLUPS**

**NO DELIVERIES ACCEPTED
 UNLESS ACCOMPANIED BY
 PACKING SLIP OR WAYBILL.**

PURCHASING MANAGER **D. R. LEACH**

BY *[Signature]* THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS, CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

06061203 06061203

VENDOR

BUC 0110-1-H1 (Rev 7/00)



King County

Finance and Business Operations Division
Procurement and Contract Services Section
 Exchange Building, 8th Floor, EXC-FI-0862
 821 Second Avenue,
 Seattle, WA 98104-1598
 (206) 684-1681

PURCHASE ORDER
NO. B15943B

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PURCHASE ORDER DATE
02/01/05

DELIVERY DATE

BID NUMBER
12806AB

REQUISITION NUMBER
W30600W

VENDOR NAME AND ADDRESS

VENDOR NO.
900164

BILL TO IN DUPLICATE "SHIP TO" ADDRESS
 UNLESS OTHERWISE NOTED

TOYOTA OF YAKIMA
914 S 1ST ST

YAKIMA

WA 98901-3402

BOB TOPPEN

K.C. DEPT. OF TRANSPORTATION, ER&R
155 MONROE AVE N.E., MS: RSD-TR-0155
RENTON WA 98056

CONTACT **JACK KEMP/JOHN SLATE**
 TEL. NO. **800/659-4580**

TERMS **SEE BELOW**

F.O.B. POINT
DESTINATION

SHIP VIA

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			<p>TERM PURCHASE AGREEMENT</p> <p>DOT, FLEET PERSONNEL, FEBRUARY 1, 2006 THROUGH JANUARY 31, 2007, IN ACCORDANCE WITH KING COUNTY ITB 12806-AAB.</p> <p>*</p> <p>INCORPORATE 2006 MODEL YEAR VEHICLE AND PRICING IN ACCORDANCE WITH BUD CLARY LETTER OF JUNE 5, 2006, INCORPORATED BY REFERENCE; EFFECTIVE IMMEDIATE.</p> <p>*</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.</p> <p>*</p> <p>ESTIMATED TOTAL CONTRACT VALUE NTE...\$ 350,000.00</p>		

LINE	P.O. NO. & SUFFIX	ARMS CODING BLOCK					AMOUNT	SUB TOTAL			
		ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.					
								W.S.S.T.			
								FREIGHT			
								TOTAL			
								P.I.R.	AFF	A.A.W.	M.W.B.W.

BUYER **AMON BILLUPS**

**NO DELIVERIES ACCEPTED
 UNLESS ACCOMPANIED BY
 PACKING SLIP OR WAYBILL.**

PURCHASING MANAGER **D. R. LEACH**

BY *[Signature]*

BY *[Signature]*

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VENDOR

BUC 010-1-H1 (Rev 7/00)



Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, 8th Floor, EXC-FI-0862
821 Second Avenue,
Seattle, WA 98104-1598
(206) 684-1681

PURCHASE ORDER
B159438
NO.
THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, ETC.

King County

<small>PURCHASE ORDER DATE</small> 02/01/05	<small>DELIVERY DATE</small>	<small>BID NUMBER</small> 12806AB	<small>REQUISITION NUMBER</small> W30600W
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<small>VENDOR NAME AND ADDRESS</small> TOYOTA OF YAKIMA 914 S 1ST ST YAKIMA WA 98901	<small>VENDOR NO.</small> 900164	<small>BILL TO IN DUPLICATE "SHIP TO" ADDRESS UNLESS OTHERWISE NOTED</small> BOB TOPPEN K.C. DEPT. OF TRANSPORTATION, ER&R 155 MONROE AVE N.E. RENTON WA 98056
--	--	--

<small>CONTACT TEL. NO.</small> JACK KEMP/JOHN SLATE 800/659-4580	<small>TERMS</small> SEE BELOW	<small>F.O.B. POINT DESTINATION</small>	<small>SHIP VIA</small>
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ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			TERM PURCHASE AGREEMENT		
			AUTOMOBILES		
			SEDAN, 4-DOOR, GAS-ELECTRIC HYBRID, 2005 TOYOTA PRIUS	\$ 20,500.00	
			*		
			OPTIONS:		
			AIRBAGS, SIDE IMPACT AND CURTAIN (GY)	\$ 559.00	
			WHEEL LOCKS (WL)	\$ 37.00	
			FLOOR MATS AND TRUNK MAT, (CF)	\$ 114.00	
			TRUNK CARGO NET (GN)	\$ 35.00	
			CREDIT, PICKUP FROM DEALER (DLR)	\$ -125.00	
			DELIVERY WITHIN WASHINGTON STATE	\$ NC	
			*		
			COLORS: SUPER WHITE, MILLENNIUM SILVER, DRIFTWOOD PEARL, SALSA PEARL, TIDELAND PEARL, SEASIDE PEARL, BLACK		
			*		
			DELIVERY: 120 DAYS ARO		
			TERMS:		
			FURNISH TOYOTA PRIUS HYBRID SEDANS AND REQUESTED OPTIONS AS REQUESTED BY AUTHORIZED KING COUNTY DOT FLEET ADMINISTRATION PERSONNEL, DURING THE PERIOD FEBRUARY 01, 2005 THROUGH JANUARY 31, 2006, IN ACCORDANCE WITH KING COUNTY ITB 12806-AAB AS AMENDED BELOW, THE RESPONDING BID OF BUD CLARY CONTINUED, NEXT PAGE		

LINE	P.O. NO. & SUFFIX	ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	AMOUNT	SUB TOTAL	W.S.S.T.	FREIGHT	TOTAL	P.I.B.	A.F.F.	A.A.W.	M.W.B.W.
	B15943B	1760	56760									0106	0106		

BUYER **AMON BILLUPS** **NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.** **PURCHASING MANAGER** **D. R. LEACH**
BY *[Signature]* BY *[Signature]*

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050200101
VENDOR



King County

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DELIVERY DATE

BID NUMBER
12806AB

REQUISITION NUMBER
W30600W

VENDOR NAME AND ADDRESS

VENDOR NO.
900164

BILL TO IN DUPLICATE "SHIP TO" ADDRESS
UNLESS OTHERWISE NOTED

BOB TOPPEN

TOYOTA OF YAKIMA
914 S 1ST ST

YAKIMA

WA 98901

K.C. DEPT. OF TRANSPORTATION, ER&R
155 MONROE AVE N.E.
RENTON WA 98056

CONTACT JACK KEMP/JOHN SLATE
TEL. NO. 800/659-4580

TERMS

SEE BELOW

F.O.B. POINT

DESTINATION

SHIP VIA

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			TERM PURCHASE AGREEMENT TOYOTA OF YAKAMA, AND BUD CLARY JANUARY 6, 2005 LETTER, ALL INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. * CONTRACT AMEDMENTS: VEHICLE ALLOTMENT FOR 2005 MODEL YEAR: 25 OR MORE PARAGRAPH 6-10, WARRANTY; DELETE ITEM H PARAGRAPH 6-11, GENERAL; DELETE SUB-ITEMS G.8 & 9 PARAGRAPH 6-12, PARTS SUPPORT; DELETE SUB-ITEM G.8 * PAYMENT TERMS: \$200.00/VEHICLE-20 DAYS, NET 30 * ESTIMATED TOTAL CONTRACT VALUE NTE....\$ 550,000.00		

LINE	P.O. NO. & SUFFIX	ARMS CODING BLOCK					AMOUNT	SUB TOTAL			
		ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.		W.S.S.T.			
								FREIGHT			
								TOTAL			
								P.I.R.	AFF	A.A.W.	M.W.B.W.

BUYER AMON BILLUPS

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UNLESS ACCOMPANIED BY
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PURCHASING MANAGER D. R. LEACH

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VENDOR

INVITATION TO BID



Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY RELAY: 711

DATE ADVERTISED: December 2, 2004

ITB Title: **Vehicle, Automobile, Gas-Electric Hybrid Sedan**

ITB Number: **IT12806-AAB**

Due Date: December 16, 2004 - 2:00 P.M.

Buyer: Amon Billups, amon.billups@metrokc.gov, (206) 263-4270

TERM PURCHASE REQUIREMENT

Furnishing new, current model 2005 Gas-Electric Hybrid 4-Door Sedan, in accordance with the following and the attached Invitation to Bid (ITB) instructions, requirements and specifications.

NO PRE-BID CONFERENCE

Sealed Bids are hereby solicited and will **ONLY** be received by:
King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598
Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

OFFEROR MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Bud Clary Toyota of Yakima

Address

City / State / Postal Code

Authorized Representative / Title

Signature

Phone

Fax

John Slater Fleet Mgr

800-877-1926

360-423-8053

Company Contact / Title

Email

Phone

Fax

JACK KEMP Sales Mgr

jslater@budclary.com

800-659-4580 509-452-7024

Delivery guaranteed: ☒ Yes ☐ No

Days after order:

Prompt Payment Discount Terms:

120 days

200% - 20 Days, Net 30

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

NAME OF OFFEROR:

Bud Clazy

Bid No. IT12806-AAB

Page 2

SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS

1-1 EXPLANATION TO OFFERORS

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

1-2 SUBMISSION OF OFFERS

- A. The **original and (1) copy** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

1-3 FAILURE TO SUBMIT OFFER

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

1-4 LATE OFFERS

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1-5 PREPARATION OF OFFERS

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

NAME OF OFFEROR: _____

Bud Clazy

Bid No. IT12806-AAB

Page 3

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

1-6 MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

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1-8 BID DEPOSIT

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

1-9 GENERAL

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>, please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

1-10 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit

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with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

1-11 TAXES

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site¹, or directly from the Internal Revenue Department web site², or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1-12 WARRANTY

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

1-13 AWARD OF CONTRACT

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).

¹ The King County's web site is located at: <http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

² The Internal Revenue Service web site is located at: <http://www.irs.gov/>

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- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

1-14 TERM PURCHASE AGREEMENTS

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

1-16 INSURANCE

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

1-17 INVOICES

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "SHIP TO" address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

1-18 PAYMENTS

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

1-19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

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1-20 CONTINGENT FEE

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

1-21 CANCELLATION

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

1-22 PROTEST PROCEDURE

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

1-23 ENVIRONMENTAL PURCHASING POLICY

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

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2-4 EVALUATION

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. State payment terms below and transfer to Page 1 of this ITB.

\$200⁰⁰ 20 DAYS, NET 30

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

2-5 AWARD

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible.

King County will not split the award of this ITB.

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SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD**2-1 FINANCIAL RESOURCES AND AUDITING**

If requested by the County, prior to the award of a contract, the Successful Offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the Successful Offeror's principal financial officer or an independent accountant, or an onsite audit of the Successful Offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2-2 QUALIFICATIONS

To be eligible for award, Offerors shall be a bona fide franchised dealer authorized in sales, service and repair, or manufacturer of the vehicle(s) offered, shall possess all permits and licenses necessary to operate and conduct business in the State of Washington as well as King County, and shall possess the experience, expertise, personnel, and all equipment necessary to carry out the terms and conditions of the contract.

2-3 REFERENCES

List the names and addresses of four (4) customers, whom the Offeror has provided other vehicles and services to those listed within this solicitation, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by an Offeror be found unsatisfactory, King County, at its sole option, may reject that Offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer.**

Company Name	1. <u>State of Wash.</u>	2. <u>SEATTLE METRO</u>
Company Address	<u>Olympia, WA.</u>	<u>SEATTLE WA.</u>
Company Phone	<u>360-902-7421</u>	<u>206-684-1920</u>
Contact Person	<u>Bill Griffin</u>	<u>Daphne Pilley</u>
Dates	<u>1994 - Present.</u>	<u>2000 - 2003</u>
Company Name	3. <u>SPOKANE TRANSIT</u>	4. <u>INTERCITY TRANSIT</u>
Company Address	<u>SPOKANE WA.</u>	<u>526 PATTERSON SE Olympia</u>
Company Phone	<u>509-325-6032</u>	<u>360-705-5838</u>
Contact Person	<u>JACQUE TJARDS</u>	<u>ANN FREEMAN-MANZANARES</u>
Dates	<u>2004-</u>	<u>2003 - 2004</u>

SECTION 3 - GENERAL CONTRACT REQUIREMENTS**3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

<http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

3-3 NON-DISCRIMINATION IN BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

http://www.metrokc.gov/finance/procurement/documents/U_042_EB_Worksheet_Declaration.doc.
contacting the above named buyer.

3-4 SUPPORTED EMPLOYMENT PROGRAM

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at (206) 296-5268.

3-5 DESCRIPTIVE DATA AND SPECIFICATIONS

Submit complete descriptive data and specifications, including a statement of warranty, for the equipment offered.

3-6 ESTIMATED QUANTITIES

The quantities listed in the solicitation represent the County's current estimated requirements. The County will be neither obligated by nor restricted to the quantity(s) indicated.

3-7 NON-ASSIGNMENT

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

3-8 INCORPORATION OF DOCUMENTS

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

3-9 SEVERABILITY

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

3-10 INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

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- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

3-11 TERMINATION

A. Termination for Convenience

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

B. Termination for Default

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee

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setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS

4-1 DELIVERY

A. Vehicle:

1. Delivery is required as soon as possible and not later than one hundred twenty (120) days after verbal placement of an order. Offerors shall state the number of days in which they will guarantee delivery after receipt of order. Bid prices shall include delivery, FOB destination, to the following location:

King County DOT, Fleet Administration, ER&R
155 Monroe Ave NE
Renton, WA, 98050
Attn: Bob Toppen
Delivery Hours: 8:30 AM – 4:30 PM, Monday – Friday

2. Unless special arrangements are made, vehicles shall be delivered only during the hours stated above. Deliveries shall be coordinated with the purchaser at least 24 hours in advance and scheduled for a mutual agreeable time. Vehicles delivered without prior notice may be rejected, requiring a second delivery at the Contractor's expense. Vehicles shall not be left unattended at destination or delivered during non-business hours/days unless expressly approved in advance by the costumer.

B. Parts:

1. Stock Orders: Delivery for stocked items shall be made within one business day. There shall be no shipping or freight charges on any stock orders.
2. Non-Stock Orders: Delivery for non-stocked parts shall be made within three business days at no additional cost to King County for shipping or freight.
3. Non-Stock Rush Orders: Rush or overnight delivery may incur shipping or freight charges only when authorized in advance of shipping, by authorized King County personnel. Freight charges shall not exceed actual charges for only those items ordered.
4. The Contractor shall be required to maintain sufficient stock to insure prompt delivery. The contract involves items necessary to perform critical King County services. Any delay in delivery could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs.
5. Contractors are urged to give careful consideration to the County's requirements and to the availability of qualified staff when establishing delivery times. In the event the delivery terms of the contract are exceeded, the County may find it necessary to acquire the parts from a different source, thereby incurring additional costs. Those charges may be passed along to the Contractor (*Reference: Bidding Instructions and Purchase Order Contract Conditions, paragraph 1-9.D*).
6. Parts deliveries shall be made to the address listed above unless directed otherwise.

4-2 CONTRACT DURATION/ EXTENSION

The contract period shall be one (1) year from the date of award of a contract. King County may extend the contract period for two (2) additional one-year periods in accordance with the County's best interest and at the sole option of the County.

4-3 PRICE REVISIONS

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price change.

In the event of a price increase at the manufacturer's level during the contract period, the Contractor may request a price change not to exceed the exact amount of the manufacturer's price increase. The request shall include adequate documentation and/or a copy of their suppliers price change notice. The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

If price increases are approved by the County and allowed, a contract change order will be issued to reflect the approved increase and its effective date.

4-4 PARTS BUY BACK

The Contractor shall buy-back, at current fair market value, all items purchased under this contract that are declared surplus or no longer required by King County, provided they are not used and are not of an unusual design that is manufactured especially for King County. The Contractor is authorized a restocking fee not to exceed ten percent (10%) of the current price for the return of parts and supplies. The Contractor shall be responsible for arranging pickup of products declared surplus.

State restocking fee, if any 10 %

4-5 TITLE AND LICENSING

King County will be responsible for the licensing of its vehicles. The Contractor shall ensure that each vehicle is delivered with a completed title application and all other documents necessary for the licensing of the vehicle.

4-6 FEDERAL REQUIREMENTS

This solicitation shall be available for use by all King County Departments, Divisions and Agencies, other municipalities. If orders will be placed by the County's Transit Division and others utilizing federal funds, the Contractor will be required to sign and comply with the Federal Agency(s) funding the procurement(s) required documentation.

SECTION 5 - GENERAL VEHICLE SPECIFICATIONS

5-1 GENERAL REQUIREMENTS

A. Descriptive Material

1. The Offeror shall submit one (1) brochure for each type/model of vehicle bid.

B. Warranty

1. Unless otherwise specifically stated, factory-service policies shall be honored at any factory-authorized dealer within the State of Washington and shall be furnished with vehicle.

C. Papers to be sent with Vehicle

Note: The vehicle will not be considered completely delivered and the invoice will not be processed without receipt of all of the following:

1. Title application for each unit delivered.
2. Manufacturer's statement of origin for each unit delivered.
3. Original billing invoice.
4. Two (2) lube charts per order.
5. One (1) "complete" technical service manual per order (CD or DVD preferred)
6. One (1) parts manual per order (CD or DVD preferred)
7. One (1) operator's manual per order.
8. One (1) list of all consumable maintenance items, including description and part numbers. List is to include filters, belts, wiper blades and cooling system hoses applicable to units ordered.

D. Dealer Identification

1. Dealers name shall NOT appear on vehicles.

E. State and Federal Regulations

1. The units offered shall:
 - a. Conform to the specifications listed.
 - b. Conform to the motor vehicle laws of the State of Washington.
 - c. Comply with the Federal Motor Vehicle Safety Standards for 2005.
 - d. Comply with EPA requirements for emission and noise control for 2005.

F. Pre-Delivery Servicing

1. Unit will not be accepted without repair of damage sustained during shipment, wipers, lights, heaters, etc., shall operate. It shall be the Contractor's responsibility to remedy any defects or shortages before delivery or acceptance of a vehicle by King County.
2. Unit shall be delivered in "clean" condition to assure body "in transit" damage would be visible.
3. Pre-delivery service work shall be done locally, not at the factory.

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4. Vehicle shall be delivered completely serviced, inspected and checked in accordance with the following service requirements:
 - a. General appearance of body interior and exterior for completeness and quality of workmanship.
 - b. Lubrication and fluid levels and correcting any leaks:
 - (1) Radiator
 - (2) Windshield washer
 - (3) Battery
 - (4) Steering gear or power pump
 - (5) Brake master cylinder
 - (6) Engine oil
 - (7) Automatic transmission
 - c. Mechanical operation of vehicle:
 - (1) Steering gear and linkage
 - (2) Suspension assembly, front and rear
 - (3) Proper tire pressure to normal rated road requirements
 - (4) Hood latch
 - (5) Head lights, aim and adjust
 - (6) Rearview mirrors and hub caps installed
 - (7) Seat and shoulder belts operative
 - (8) All locks and latches to be operative
 - (9) Proper adjustment to all drive belts
 - (10) Proper adjustment to carburetor, timing & throttle linkage
 - (11) Front end alignment
 - d. A check of all electrical operations to include:
 - (1) Headlights
 - (2) Side marker lights
 - (3) License plate and back-up lights
 - (4) Instrument panel lights
 - (5) Temperature
 - (6) Alternator
 - (7) Oil pressure lights
 - (8) Parking lights
 - (9) Stop and oil lights
 - (10) Directory signals

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(11) Emergency flasher

(12) Parking brake lights

5. Unit shall not be driven under it's own power except from point of service in the Seattle area to point of delivery in the buyer's area.
6. Unit shall conform to all legal requirements of the State of Washington motor vehicle laws.

G. Description of Options:

1. A complete description of what is included in the options is required, if not self-explanatory. This is particularly true of optional packages such as air conditioning, heavy duty cooling, tires, etc.

SECTION 6 - TECHNICAL SPECIFICATIONS FOR TEN (10) OR MORE HYBRID GAS/ELECTRIC AUTOMOBILES

The following specifications are intended to provide a detailed description of a new, full hybrid gas/electric 4-door sedan. To meet the definition of hybrid, the vehicle must have regenerative braking, idle off technology and have a downsized engine as compared to a vehicle of comparable size powered only by gasoline.

To be eligible for award, Offerors shall indicate whether the vehicle they are offering meets, exceeds or deviates from the specifications in the space adjacent to each item. Offerors shall insert a detailed description for each item in the vehicle specifications if it deviates in any way. Attach additional sheets if more space is needed.

MINIMUM SPECIFICATIONS**MEETS/EXCEEDS/DEVIATIONS****6-1 EMISSIONS:**

- A. Shall comply with federal Tier II, BIN IV emission standards
- B. Shall have a combined MPG rating of 55 MPG

MEETS
MEETS

6-2 ENGINE:

- A. 76 horsepower at 5,000-rpm
- B. 82 lb-ft at 4,200-rpm
- C. The engine shall be a liquid cooled gasoline powered 4 cylinder

MEETS
MEETS
MEETS

6-3 ELECTRIC MOTOR:

- A. Permanent magnet electric motor
- B. Power output shall be 67 hp at 1,200 - 1,540 rpm
- C. 295 lb. ft torque at 0-12,000 rpm
- D. Rated up to 500 volts

MEETS
MEETS
MEETS
MEETS

6-4 ELECTRICAL:

- A. The vehicle electrical system shall be 12 volt.
- B. The 12-volt starting battery shall be maintenance free.
- C. Hybrid battery shall be sealed nickel-metal hydride type.
- D. Hybrid battery voltage to be 200 volts

MEETS
MEETS
MEETS
MEETS

6-5 TRANSMISSION:

- A. Shall be electronically controlled continuously variable transmission (ECVT).

MEETS

6-6 BRAKES:

- A. Front and rear disc.
- B. 4-wheel antilock brakes

MEETS
MEETS

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**TECHNICAL SPECIFICATIONS FOR TEN (10) OR MORE
HYBRID GAS/ELECTRIC AUTOMOBILES**

MINIMUM SPECIFICATIONS

MEETS/EXCEEDS/DEVIATIONS

- C. Power regenerative brakes

MEETS

6-7 EXTERIOR DIMENSIONS:

- A. Wheelbase 106 inches
B. Wheel track front 59 inches
C. Wheel track rear 58 inches

MEETS

MEETS

MEETS

6-8 INTERIOR DIMENSIONS:

- A. Head room 39 inches
B. Leg room 41 inches

MEETS

MEETS

6-9 CAPACITIES:

- A. Curb weight: 2,890 lbs
B. Passenger volume: 96 cu. ft.
C. Cargo volume: 16 cu. ft.
D. Fuel Tank: 11 gallons

MEETS

MEETS

MEETS

MEETS

6-10 WARRANTY:

- A. Entire vehicle shall be covered by a 100%, thirty-six (36) month parts and labor warranty. Powertrain shall be warranted for five (5) years or 50,000 miles. Hybrid system and battery shall be warranted for eight (8) years or 100,000 miles
- B. A full time complete parts and service facility offering factory authorized service and a parts supply adequate to perform complete repairs is required. Facility shall be within a two hundred (200) mile radius of the King County Department of Transportation, Fleet maintenance facility at: 155 Monroe Ave NE Renton, WA 98056
- C. Quote price for factory available warranty programs, above and beyond the base warranty, supply printed literature with bid.
- D. Inspection of Offeror's parts and service facility may be required before bid award.
- E. Contractor shall provide a contact name and a direct telephone number that is toll free from the King County DOT.
- F. Warranty shall begin on date unit is placed into service, not delivery date. Contractor will be notified.
- G. Copies of all applicable warranties shall be submitted with bid response. Additional data entry form shall be completed and delivered with vehicle.

MEETS

MEETS

Not Available

OK

OK

Delayed Warranty
Not Available

OK

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**TECHNICAL SPECIFICATIONS FOR TEN (10) OR MORE
HYBRID GAS/ELECTRIC AUTOMOBILES**

MINIMUM SPECIFICATIONS

MEETS/EXCEEDS/DEVIATES

- H. If unit(s) is sent to dealer or recalled and cannot be repaired within two (2) working days a loaner of comparable size shall be supplied to King County at no charge

DEVIATES

6-11 GENERAL:

- A. Only new current production models, cataloged by the manufacturer, and for which printed literature and specifications is available, are acceptable.
- B. A performance demonstration may be required before bid award. Performance demonstration will be of unit per basic specifications.
- C. All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.
- D. All vehicles shall be new. Used, demonstration, rebuilt, or remanufactured equipment is unacceptable. All items requested in the specifications shall be factory available, no aftermarket equipment will be accepted.
- E. The vehicles shall have full dealer preparation and be ready for service when delivered.
- F. Manufacturers approved factory training, conducted by a professional instructor proficient in the operation of this equipment, for a minimum of two (2) technicians is required. Training shall cover all unit systems, maintenance, troubleshooting and diagnosis. Date and location of training shall be set and confirmed prior to delivery of equipment. **Training course outline shall be submitted with bid response, no exceptions.**
- G. The vehicles shall be delivered with the following items. Vehicles will not be considered delivered until all of the items are received and accepted by King County DOT, ER&R.

MEETS

OK

OK

MEETS

MEETS

At County EXPENSE

OK

OK

OK

OK

OK

OK

OK

1. Title application for each unit delivered
2. Manufacturers statement of origin for each unit delivered
3. Original billing invoice
4. Two (2) lube charts per order
5. One (1) "complete" technical service manual per order (CD or DVD format preferred)
6. One (1) parts manual per order (CD or ^{PAPER} DVD format preferred)
7. One (1) operators manual per unit

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**TECHNICAL SPECIFICATIONS FOR TEN (10) OR MORE
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MINIMUM SPECIFICATIONS

MEETS/EXCEEDS/DEVIATIONS

8. One (1) list of all consumable maintenance items with descriptions and part numbers, including filters, belts, wiper blades and cooling system hoses applicable to units ordered
9. One complete set of filters shall be supplied with each unit ordered

DEVIATES

DEVIATES

6-12 PARTS SUPPORT:

- A. In addition to the acquisition cost of equipment, this Invitation to Bid addresses King County's need for parts associated with equipment maintenance. Therefore, this bid takes into consideration not only the equipment price, but also the cost of parts and vendor product support after the purchase.
- B. Service Expectation, the Contractor's employees shall be Knowledgeable in the products listed. The Contractor is expected to assist purchasers in making cost effective parts purchases. Assistance includes, but is not limited to, suggesting economic order quantities and less costly substitutes of equal quality.
- C. The Contractor shall be an established dealer, currently stocking and supplying a full line, as recommended by the manufacturer, of repair parts for the equipment specified with sufficient facilities, personnel and equipment to perform all requirements, terms and conditions of this Invitation to Bid, in the event of award. A site visit may be made prior to awarding bid to determine if a Contractor is capable of performing within the terms of the contract.
- D. The manufacturer and Contractor shall guarantee that parts prices will be as low as such parts are sold to any other user purchasing similar quantities and that if at any time the prices are reduced or increased to the general trade, it is understood that King County shall not pay a higher price than any other user purchasing similar quantities, effective with the date of such price reduction or increase to the general trade.
- E. Parts Billing:
 1. A PRICED invoice, packing slip or delivery ticket must accompany all deliveries. If a product is shipped direct from the manufacturer, priced document shall be hand delivered, E-mailed or faxed to King County no later than 24 hours after receipt of shipment.
 2. Each County Department and/or agency is to be assigned a unique customer number to be used in identifying each sale and proper billing address. Invoices/packing slips must

MEETS

MEETS

MEETS

MEETS

MEETS

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**TECHNICAL SPECIFICATIONS FOR TEN (10) OR MORE
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MINIMUM SPECIFICATIONS

MEETS/EXCEEDS/DEVIATIONS

include the name of the person who placed the order, their phone number, their order number, the unit price, sales tax and other pre-approved charges, if any. A separate packing slip for each order number shall be included with the delivery if a shipment combines items from more than one order.

MEETS

3. The Contractor shall advise the County of any item that is not available or will be backordered at the time the order is placed. King County shall be immediately notified by the Contractor if an existing order will be delayed or not be exactly as ordered.

MEETS

F. Parts Returns:

1. King County reserves the right to return parts if needed. Reasons for return may include, but are not limited to:
- a. item failure or defect
 - b. wrong item shipped
 - c. incorrect item ordered
 - d. item no longer needed
2. The Contractor shall immediately provide a receipt for all returned stock. In accordance with its best interest, King County may select any of the three restitution options:
- a. Item replacement: Contractor shall provide the replacement item within the time established.
 - b. Credit: Contractor shall issue a credit within three (3) business days of receiving an item.
 - c. Reimbursement check: Contractor shall issue a reimbursement check within twenty (20) business days after receiving an item.

OK

OK

OK

OK

OK

OK

OK

G. Parts Warranty:

1. Items purchased under this contract shall be guaranteed against defect with full credit given. Contractor is responsible for pick-up of defective items or arranging for a Call tag to insure freight is charged to Contractor on defective returns.
2. Products furnished that are below the County's standard or not fit for the intended use shall be returned to the Contractor at their expense.
3. The successful Contractor guarantees the goods and services furnished under this contract shall be free from defects in material and workmanship, and shall conform with all requirements of this contract. The Contractor is responsible for all costs of replacement, including shipping

OK

OK

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**TECHNICAL SPECIFICATIONS FOR TEN (10) OR MORE
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MINIMUM SPECIFICATIONS

MEETS/EXCEEDS/DEVIATIONS

charges, for goods found to be defective within the warranty period.

OK

4. King County shall receive the increased warranty benefits if the Contractor or original manufacturer provides a warranty that is greater in scope or duration.

OK

5. The Contractor shall, upon request, provide the County complete copies of all written warranties or guarantees and/or documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by their suppliers, Contractors, distributors and sub-contractors covering parts, component, sub-components and systems procured through this contract.

OK

6. The Contractor shall provide a local representative, authorized to act on their behalf and provide "on the spot" settlement of warranty claims or disputes. When applicable, the Contractor's representative shall be responsible for completing warranty claim documentation, and the packing and shipping of returns to manufacturer.

OK

7. The expiration or termination of this contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.

OK

8. Items purchased for inventory shall be warranted from the date of installation by King County or their representative.

DEVIATIONS

H. Telephone Contact

1. The Contractor shall provide a contact name and a direct telephone number that is toll free from the King County Department of Transportation. Electronic voice mail is not acceptable as an answering service.

Meets

Contact Name: JACK KEMP

Telephone: 800-659-4580

I. Parts Catalogs and Price Lists:

1. Within two (2) weeks of request, Contractor shall furnish all necessary parts catalogs, price lists and/or latest dated published manufacturer's net price lists to customers at no cost.

upon Factory
Availability.

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**TECHNICAL SPECIFICATIONS FOR TEN (10) OR MORE
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MINIMUM SPECIFICATIONS

MEETS/EXCEEDS/DEVIATIONS

J. Estimated Quantities

1. The items listed represent King County's anticipated approximate requirements and shall be used in the bid evaluation analysis. Quantities listed are to be purchased on an as needed basis.
2. This is NOT a one-time purchase nor authorization to order.
3. The County shall be neither obligated by nor restricted to the quantities indicated.
4. Parts other than those listed may be obtained under the terms of this contract.

OK

OK

OK

OK

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Item No.	Est. Annual Usage	Description	List Price	% Disc	Unit Price	Item Total (Use X Unit Price)
9	10 ea	Filter Fuel	\$ 41.25 _{ea}	25%	\$ 30.94 _{ea}	\$ 309.40
State Brand & Part # Offered:						
10	20 ea	Filter Oil	\$ 5.95 _{ea}	25%	\$ 4.47 _{ea}	\$ 89.40
State Brand & Part # Offered:						
11	10 ea	Filter Air	\$ 18.95 _{ea}	25%	\$ 14.22 _{ea}	\$ 142.20
State Brand & Part # Offered:						
12	1 ea	12 volt battery (starting)	\$ 2985.13 _{ea}	25%	\$ 2238.95 _{ea}	\$ 2238.95
State Brand & Part # Offered:						
13	1 ea	Engine radiator	\$ 344.68 _{ea}	25%	\$ 273.51 _{ea}	\$ 273.51
State Brand & Part # Offered:						
14	6 ea	Front brake rotor	\$ 91.67 _{ea}	25%	\$ 68.76 _{ea}	\$ 412.56
State Brand & Part # Offered:						
BID TOTAL					\$	\$ 6477.65

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SECTION 8 - PRICING

8-1 VEHICLE

Item No.	Est Quantity	Description	Unit Price	Total Price
1.	10 ea.	Vehicle, Automobile, 4-Door Sedan, Gas-Electric Hybrid Yr/make/Model: <u>205 Toyota Prius</u>	\$ <u>20,950⁰⁰</u>	\$ <u>209,500⁰⁰</u>
2.	1 lt	Inventory Repair Parts	\$ <u>N/C</u>	\$ <u>N/C</u>
TOTAL BID PRICE				\$ <u>209,500⁰⁰</u>

8-2 VEHICLE OPTIONS (all options shall be bid):

Item No.	Description	Manufacturing Number	Price Each
1.	Intermittent rear wiper	<u>std</u>	\$ <u>std</u>
2.	Driver and front passenger seat-mounted side and front and Rear side curtain airbags	<u>GY</u>	\$ <u>559⁰⁰</u>
3.	Wheel locks	<u>WL</u>	\$ <u>37⁰⁰</u>
4.	Carpeted floor mats	<u>CF</u>	\$ <u>114⁰⁰</u>
5.	Carpeted trunk mat	<u>CF</u>	\$ <u>114⁰⁰</u>
6.	Cargo net	<u>GN</u>	\$ <u>35</u>
7.	Deduction for customer pick-up	<u>DLR</u>	\$ <u>125⁰⁰</u>

Exterior Standard Color(s): Provide color chart of all available standard colors.

SUPER WHITE SEASIDE PEARL
MILLENNIUM SILVER BLACK
DRIFTWOOD PEARL
SALSA PEARL
TIDE LAND PEARL

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King County

ATTACHMENT A
INVITATION TO BID IT12806-AAB
KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM
FOR GOODS AND SERVICES CONTRACTS

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

Application of the 5% Incentive Factor and Contract Award:

1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. ☐ Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

Does not
Name of SEDB Business

Apply
SEDB Certification Number

Owner Signature

Contact Person Name and Phone Number